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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Law of Property Act, 1922.

WE CONCLUDED last September (66 SOL. J., p. 774) a series of articles on The Law of Property Act in which we attempted to explain it in various aspects. This survey, however, was by no means exhaustive. Some matters were left untouched; others were dealt with only slightly; and during the two years allowed to the profession to become familiar with the Act numerous questions are likely to arise on which, with the help of our readers, we may be able to render assistance. We are commencing, therefore, this week to deal with points of interest arising on the Act, and we shall be glad to receive from time to time inquiries and suggestions which may contribute to the usefulness of the column.

The Retirement of Judge Lush-Wilson.

THE RETIREMENT of Mr. LUSH-WILSON, K.C., from the judgeship of Plymouth County Court deprives the West of a very able and efficient judge whose abilities in many ways resemble those of his more celebrated father and brother, both of whom became High Court judges. The distribution of judgeships, High Court and County Court, does not necessarily result in first class talents attaining the former, while the latter are reserved for second rate successes. In fact, of recent years, many County Court judges have been men whose talents and practice at the Bar might well have entitled them to expect higher promotion; but unexpected disappointments and delays have forced them, with advancing years, to accept the lesser distinction. It is therefore to be hoped that Lord BIRKENHEAD'S bold precedent in promoting Mr. Justice ACTON from County Court to High Court status will not remain a solitary exception to a general rule which treats the lesser judiciary as outside chances of promotion, no matter how competent and faithful they seem. AS Mr. AUGUSTINE BIRRELL would say, in his own note of genial and cynical humour, so well displayed on every page of "*Res Judicatæ*" and "*Obiter Dicta*," "It is not the accident of merit but the caprice of Fortune or the Grace of God, which places one man on the Bench and another in the dock." Even if this be an overstatement, the vagaries of judicial promotion certainly illustrate the large part which fortune plays in the attainment of high judicial office.

The Law-Officers' Right of Reply.

In a very interesting letter appearing in *The Times* of the 4th inst., Sir Herbert Stephen replies to Mr. Massingham's letter in the same paper of the 2nd inst. on the cases of *Rex* v. *Bywaters* and *Rex* v. *Thompson*. Most of Sir Herbert Stephen's observations deal with the merits of the case or with the question of capital punishment; these it is unnecessary to discuss here. But in the concluding paragraph of his letter Sir Herbert Stephen incidentally offers a defence of the system under which the Crown can defeat the prisoner's normal right of reply, where he calls no witnesses, by instructing a law-officer to appear. This defence consists simply in suggesting that it is the duty of the Crown to take all *legitimate* means of securing the verdict which they consider just, and adds that, if the Crown did not do so, no prisoners would ever be convicted. Seeing that in ordinary criminal prosecutions, where the law-officer is not briefed, the Crown usually secures conviction in proper cases, there seems no reason to suppose that the dire results predicted by Sir Herbert would follow if the anomalous *privilegium* of the law-officer were abolished—as it is in Scotland and in practically every British Colony. The contention of most critics of the existing *privilegium* is that the accused's right to the benefit of the doubt is protected by giving him the last word with the jury in certain cases, and that he ought not to be deprived of this protection by the use of an anomalous privilege attached to the person of the law-officer, merely because the legal advisers of the Crown think that they may have a difficulty in removing the doubts of the jury unless they get the last word. In other words, such a device is *not a legitimate means* of securing a verdict, and ought to be abolished. We add that, so long as it exists, the law-officer is perfectly entitled to exercise his right, nor does our criticism imply any aspersion upon a law-officer who considers it his duty so to exercise his right. But, obviously, the Home Secretary in considering the question of a reprieve may reasonably take into consideration the action of the Crown in briefing a law-officer with the deliberate intention, as Lord Hewart pointed out, that advantage of his privilege will be taken to overrule the ordinary right of the prisoner; such an action is some slight indication that the prosecution felt that the evidence might not appear conclusive to a jury.

The Public Trustee Office.

We print elsewhere the statement which has been issued with regard to the fees charged by the Public Trustee. In his Report issued last May for the year 1921 to 1922 up to 31st March, he anticipated that the deficit of some £35.000 which then appeared would disappear in the course of the present year, and that it would be possible to make a reduction in fees. This course has, in fact, become imperative in consequence of the comparisons which have been made between the charges of the Public Trustee and the charges of Banks and Insurance Companies which do the same kind of business. According to the statement now issued, the Office is beginning to feel the effect of the economies effected by re-organization during the last three years, and the financial position is better than was anticipated. The Public Trustee considers that for the present year a substantial surplus is morally certain, and he is effecting as from 1st January a reduction of fees, commencing with the capital fees on the acceptance of new trusts. It is stated in the *Apologia* to which we have referred—if we may so call it without offence—that the new scales of acceptance fees compare not unfavourably in many cases with those quoted elsewhere, that is, by the Banks and other companies. A comparison has been attempted in the "City Notes" of *The Times* (3rd inst.), and this seems to justify the official statement, and it is possible that the difference between official and private charges for trust administration will tend to disappear. But this does not touch the question of the efficiency of a centralized public department as compared with the local administration by Banks, and satisfactory trust administration must be based on easy and sympathetic communication between trustee and beneficiary. For this the private trustee is, of course, unrivalled; and a large Government Department, however zealous and capable is the head of it and his assistants, must be at a permanent disadvantage, though the utility of the Public Trustee Office has been abundantly proved. At present—where private trusteeship is not available—the rivalry is between this centralized administration and the localized administration of Banks and other companies.

The New Agricultural Inquiry.

The proceedings of the Tribunal of Investigation into the Agricultural question which the Prime Minister has appointed will be watched with interest. It is little more than six years (August, 1916) since Lord Selborne's Committee was appointed to consider and report on the methods of effecting an increase in home-grown food supplies in the interest of national security. The first part of the Report was issued early in 1917, and the result was the Corn Production Act of that year with its minimum prices for wheat and oats, and its minimum rate of agricultural wages with Agricultural Wages Boards to fix the rates. The final Report was published in the autumn of 1918, and was based on the principle that the interest of the State in securing the maximum output from the land must override the rights and inclinations of the owner and occupier. This policy was continued by Part I of the Agriculture Act, 1920, and the paramount interest of the State was recognized by s. 4 with its provisions for enforcing proper cultivation. Then came the reversal of that policy in 1921 when the Corn Production Acts, 1917 to 1920 (this term including Part I of the Act of 1920) were repealed, and the whole attempt to maintain prices and wages, and to control the cultivation of land, was abandoned. Whether the depression which has since fallen upon agriculture could have been avoided, or can be avoided for the future, it will be for the new Committee to discover, but they will have a mass of information ready to hand in the proceedings of Lord Selborne's Committee. We note that in a letter to *The Times* (2nd inst.) Sir Trustram Eve advocates corn production "on large unit areas and by ranching methods." He also wants village life revolutionized and the agricultural labourer given a chance of part-home occupation—restored, in fact, to his position before the commons were enclosed. But the problem of reconciling profitable agriculture for farmer and labourer with the requirements of an industrial country has yet to be solved.

Counsel's Fees in County Courts.

A matter of interest to solicitors which appears in the Bar Council Report for the past year which has just been issued, is the difficult question of counsel's fees in County Courts. Solicitors' fees have been increased by the General Order on Costs, the addition being 33⅓ per cent.; but no such increase in the Scale Fees allowable where counsel are briefed has yet been made. Obviously, in view of the increased cost of living and of travelling expenses, some alteration is only equitable; but the general plan of a percentage increase is hardly workable to fees calculated in guineas. The fees of counsel at Assizes and Quarter Sessions have been altered in most cases, and in Interlocutory matters in the High Court the Taxing Masters exercise their statutory discretion so as to allow an increase. But County Court Scale Fees can only be altered by the County Court Rule Committee. A Committee of the Bar Council examined the Scale Fees in detail and submitted to the Rule Committee a Memorandum recommending an increase in certain items. The Chairman of the Bar Council discussed the Memorandum at an interview with certain representatives of the Rule Committee, and subsequently received from the Lord Chancellor's Secretary a communication intimating that the Rule Committee felt it undesirable to increase the cost of County Court litigation except for strong reasons, and therefore could not submit any rule making alteration in the specific amounts allowed in the Scale of Costs, and that in cases of hardship the lawyers concerned must rely on the discretion of the Judge to allow an increased fee on

special grounds, supplemented by a similar discretion in the Registrar to be provided for by a set of Rules which came into force on 1st October last (see 66 SOL. JOURN., p. 723).

Dock Defences.

ANOTHER MATTER in which the Bar Council has taken action is that of Dock Defences. It is well known that the only case in which counsel can accept a brief without the intervention of a solicitor is that of a prisoner who, from the dock itself, selects and briefs some counsel present. Lax practices have grown up at certain sessions in some of which there appears to be a quasi-custom by which these defences are taken in rotation by the barristers in attendance like "soup," and in others of which gaolers or warders or other officials undertake the submission of instructions to some counsel likely to attend. The result of the latter practice is that sometimes "Dockers" invariably go to the same man, and in others only go to the well-known members of the local Bar. The Bar Council appointed a Committee to consider the matter, and the Committee reported that a Dock Defence does not commence until the prisoner has selected counsel in open court. When the prisoner desires to select counsel beforehand he must instruct him through a solicitor in the usual way. Negotiations between counsel and the prisoner, or anybody on his behalf, in respect of a Dock Defence, are quite contrary to the professional etiquette of the Bar.

Barristers' Duty to Lay-Clients in Taxation Proceedings.

THE BAR COUNCIL has also expressed a strong opinion on an undesirable practice of which an instance was brought to their notice by a complainant. Here proceedings for taxation of costs were taken by a lay-client against his solicitor on the conclusion of an action; in these proceedings the solicitor instructed the same barrister who had appeared for his client in the action itself. Obviously, such a barrister's professional services in the action were retained on behalf of the lay-client, not of the solicitor; and it is an act of disloyalty to his lay-client to appear for an adverse party in proceedings arising out of that litigation, even when that adverse party is the solicitor who delivered the brief. Any other view would involve the assumption that a barrister's duty is owed to the solicitor and not to the lay-client. The Bar Council, therefore, expressed their opinion that the barrister was not justified in acting as he did in accepting the retainer.

Rent Restriction in Scotland.

SOMETHING LIKE a national rent-strike seems to have arisen in Scotland as the result of *Kerr* v. *Bryde* in which the House of Lords applied to Scotland the English interpretation of the statute which renders all increase of rent (in the case of statutory tenancies) invalid and recoverable by the tenant unless a notice to quit accompanies the statutory notice of increase. Or rather such notice to quit is necessary whenever the tenancy is a periodic one, as opposed to a fixed term, or one forfeited in some way not restricted by the statute. This English interpretation, of course, follows automatically on the construction of the statute, as one which creates a "statutory tenancy" and which only operates after that tenancy has been brought into existence by the fulfilment of all necessary conditions precedent, and has been the view gradually adopted in a series of easy steps by the English Courts during the last seven years. Scots lawyers interpreted the statute otherwise, and acting on the legal opinion of the best Scots experts the Scots landlords everywhere had refrained from serving the notice to quit with the notice of increase. The overriding of the standard Scots interpretation in favour of the English view by the House of Lords has imposed on all Scots landlords an immense hardship; not only can they not recover the permitted increases of rent—despite the fact that they have paid greatly increased rates and done costly repairs—but the tenants are refusing to pay rent at all until the increases technically recoverable are repaid. This step is being adopted by Scots tenants, on the advice of no-rent politicians apparently, in order to render nugatory the promised legislation relieving landlords from the hardship caused by the decision. The tenants, of course, are within their legal rights in claiming the amounts paid in excess, and fear that the statute would deprive them, retrospectively, of the right; therefore they are withholding rent. The difficult situation thus created points two morals, one the difficulty which the House of Lords always has to face when interpreting legal systems other than that of England: the other moral is the desirability of drafting statutes in less roundabout ways. The first difficulty, of course, occurred on an equally great scale in the famous Free Church Appeal case of 1904, when the House of Lords overruled Scots legal opinion in favour of the English Law of charitable trusts in a way which required an amending Act of Parliament.

Nonagenarians in the Legal Profession.

THE *Law Times*, in an interesting article on the legal changes of 1922, notes the passing away of a large number of distinguished or well-known figures in the Courts whose average age it estimates at eighty-five years and several of whom had lived nine decades. This is certainly a remarkable testimony to the longevity of successful lawyers. Our contemporary explains this longevity by the possession of "regular daily habits of mind and body," *plus* the attribute of "character" in men who do well in the legal profession. No doubt, this has its effect. But among artisans and farmers and men of business similar regularity of habit and possession of character by no means necessarily seem to have the same effect. We rather think the correct explanation is different. What is true is that the Bar, essentially a "wearing" profession involving strenuous labour, requires as a rule exceptional robustness of constitution in those who succeed in it; even temporary illness often destroys a young man's practice for years, if not for ever. Those who succeed have usually a vigour of body and mind, which of itself accounts for their longevity.

The Validity of Holograph Testamentary Documents in England.

A POINT of great importance and some difficulty came before the President in *Re Frederick Charles Foster's Estate, Foster and Another* v. *Foster, ante*, p. 199. The question was whether a certain document, executed in Scotland by a testator and relating to Scots heritable property (*Anglicé*, real estate), could be admitted to probate in England under the provisions of Lord Kingsdown's Act, 1861. Under that statute, it will be recollected, where a testator dies domiciled in England and has made a Scots will which is propounded for probate in an English court, the validity of that will, so far as it concerns real estate in Scotland, is governed by its compliance with the *lex loci rei sitæ*. In the present case there was an English will duly executed and attested according to English law which would also have been valid by the provisions of Scots law, and so would have controlled the testamentary disposition of the Scots real estate. But there was also a document, not executed in accordance with English law, which purported to pass the Scots estates; if valid, this instrument would have varied the testamentary dispositions of the will so far as they affected the Scots heritable property. This document was, in fact, executed in Scotland. So the question was whether it satisfied the provisions of the Scots law and also of Lord Kingsdown's Act, so as to be admitted to probate here as a valid testamentary disposition of the Scots estate. This turned upon whether or not it was a "holograph" document.

Now, the Scots law as regards the execution and attestation of deeds and wills is in certain respects very similar to English law, but in one respect very different. As a rule, a Scots conveyance requires to be attested by witnesses as in England, and a Scots will requires to be signed and acknowledged in the

presence of attesting witnesses, as does an English will; there is not much material difference between the ceremonial requisites of valid attestation in the two cases. But, in addition, Scots law has always declared that attestation is unnecessary in the case of documents which are written wholly in the handwriting of the party to be charged and are signed by him; these are known as "holograph" instruments. Of course, there are qualifications, real or apparent, common law or statutory, in the case of particular classes of documents; *e.g.*, a feu-charter requires to be vouched for by the act of a notary in order that it may be validly registered in the register of Sasines; but such exceptions do not affect the general principle. The reason for this peculiar exception in the Law of Scotland is a matter of some doubt. It may be due to the fact that Roman Law is the foundation of Scots Law; but Roman Law does not seem to have regarded holograph instruments with any special sanctity. It may be a survival from the old days of the Canon Law, when the testamentary dispositions of a person who could write were treated differently from those of one who could not write; the ecclesiastical courts gave to the former a sort of "benefit of clergy" which rendered attestation unnecessary in the case of a person in holy orders. The church courts took "judicial notice" of the handwriting of its own order just as English courts to-day take "judicial notice" of the signatures and handwriting of documents sent them by magistrates and other judicial officers. Or, again, it may have been a privilege accorded after the Reformation to "literate persons"—who comprised the whole of the population in the lowlands as distinct from the savage highlands, for the funds taken from the dissolution of the monasteries in Scotland were not granted to nobles or other laymen, as in Tudor England, but applied to the foundation of grammar schools in every parish. However that may be, the exemption of holograph documents from the normal ceremonial requirements of Scots Law, has been recognized so long in Scotland that it is now regarded as part and parcel of the immemorial common law. In England, apart from the special case of soldiers' and seamen's wills, dealt with by a series of statutes, and the special provisions for Scots real estate in Lord Kingsdown's Act, holograph wills have no validity as such.

In the present case the facts were very unusual. They raised two separate questions: (1) whether the alleged testamentary documents could in fact be regarded as testamentary dispositions, and (2) whether they were properly executed in accordance with the Law of Scotland. Of course, the first question has to be answered in favour of the documents propounded as testamentary before the question comes to be considered at all; unless the English Law regards the documents as "testamentary," they do not come within the scope of the Wills Act, 1861 (Lord KINGSDOWN'S Act), and unless they so come, it is not permissible to consider their validity in Scots Law. But once it has been held that the documents are in fact "testamentary" in intent, according to the rules of English interpretation, then it is necessary to see whether they are valid as "holographs" by the Law of Scotland. This latter question is a pure matter of fact to be decided on expert Scots evidence given by competent Scots lawyers. In the present case Scots expert tertimony was in favour of the validity of the document in Scots Law, and the President, therefore, was bound to hold that, if they were testamentary dispositions at all, and were intended to operate as such by the deceased, they were valid testamentary dispositions. But he had to decide first whether they were intended to operate as wills by the deceased; and on the peculiar facts of the case this raised a question of some novelty.

The testator was one FREDERICK CHARLES FOSTER, who resided and had property in Yorkshire. He had also heritable property in Perthshire, Scotland. He died in Scotland in August, 1921, leaving an English will, executed duly with all English formalities, in June, 1914, which in terms disposed of all his estates everywhere. But in addition, the deceased, in August, 1921, shortly before he died, at his Perthshire estate, made two pencil notes in his own handwriting, not attested, which varied the disposition of the will so far as it affected his Perthshire estates. These notes were made on a typewritten epitome, eighteen clauses in extent, of the testator's English will. They took the form of noting, against the margin of certain of the clauses, an alteration of the disposition contained therein. The whole epitome, as so altered in pencil, was signed by the testator. He placed the epitome, thus altered in pencil, in an envelope and gave it, before an operation which was followed four days later by his death, to one of his nephews, with words to the effect that he wished the Perthshire estate to go to another relation to whom, in fact, the pencilled notes left it. Accepting the evidence of the Scots experts that such an epitome *plus* the pencilled notes, amounted in Scots Law to a "holograph" will, and therefore valid in Scotland, the President had to consider whether, on the short facts set out above, he could hold such pencilled notes to be a testamentary disposition at all according to English notions.

The difficulty of such a question is obvious. We believe there is no reported case in which the facts bear any close resemblance to the facts set out above. To begin with, the notes were in pencil, not in ink. They were not initialled. They were not even signed; only the whole typewritten epitome was signed. Again, the pencilled notes did not make up the whole document alleged to be a "holograph" will; they were simply additions to a typewritten epitome. Of course, the testator's verbal statement of his intentions is not evidence of the execution of a testamentary disposition; it is merely evidence of the "surrounding facts," *i.e.*, the circumstances in which it came to be executed. So that the "holograph" instrument propounded is not an original holograph will, nor even holograph alterations of an original holograph will, but merely holograph alterations of a will which itself had never been holograph. Such alterations, made elsewhere than in Scotland, would have had no effect; the testator was not domiciled in Scotland. Only the broad principle of Lord KINGSDOWN'S Act could give them any validity in an English court. The President's decision, in fact and in law, that the document described above amounts in English Law to a testamentary disposition which, since it is made in Scotland and relate to Scots real estate, must have its validity determined by Scots Law, clearly goes a very long way. It marks the general tendency of the twentieth century to take a somewhat broader view of the conditions governing compliance with the ceremonial requisites required to validate documents than was prevalent in the nineteenth.

A Vendor's Duty to Disclose Defects in his Title.

THE grounds on which the parties to a contract for sale of land may impugn its efficacy, and the remedies which are open to them to avoid completion, have been a fruitful source of litigation, especially in the case of any failure on the part of the vendor to enable the purchaser to understand the nature of the title.

All questions of this kind state from the fundamental maxim that it is the duty of a vendor to disclose to an intending purchaser any defects in his title. It is, said PAGE WOOD, V.C., in *Edwards* v. *Wickwar*, L.R. 1 Eq. 68, 70, the clear duty of the vendor to give the fullest information which he himself possesses as to the title, and he added that the object of special conditions of sale is to protect the vendor from inquiries which he himself may be unable to satisfy, and against objections which he cannot explain away. Hence it has been repeatedly held that a purchaser is not bound by a misleading condition of sale, and according to the extent to which the vendor is in default the Court will either decline to order specific performance against the purchaser, or take the further step of allowing him to rescind the contract: see, for instance, *Holliday* v. *Lockwood*, 1917, 2 Ch. 47, 56, where a purchaser's claim to rescind failed, but his claim to resist specific performance succeeded.

The leading case on the vendor's duty to disclose the real state of his title is, perhaps, *Re Banister*, 1879, 12 Ch. D. 131,

where the principles laid down by FRY, J., were approved by the Court of Appeal, though his decision was reversed on fresh evidence. It is clear, said FRY, J. :—

> "That a vendor who means to exclude the purchaser from his common law right to have a good title shewn, must do so by explicit and clear words . . . If the vendor seeks to exclude the purchaser by a statement of fact, he must prove the fact to be true, and the statement of fact must be an honest and fair one ; it must not for the purpose in hand be a part of the truth only ; it must, so far as that purpose is concerned, be the truth and the whole truth . . . One of the main reasons why the Court has treated conditions of sale in this way is, that the vendor is a person who knows, and he is stipulating with the purchaser, who is a person who does not know . . . Where the conditions of sale are framed in bad faith, so as in effect to trap the purchaser, the Court will not hold him bound."

Perhaps this goes too far in saying that a statement of fact made by the vendor must be proved. All that JESSEL, M.R., required, when the same case was heard on appeal, 12 Ch. D., p. 143, was that the purchaser could not be required to assume that which the vendor knew not to be true. "The utmost that can be asked of the purchaser is that he shall assume something of which the vendor knows nothing," and the common condition requiring seisin in fee of a testator to be assumed is frequently of this nature. It is a fair presumption from the subsequent title, but as to the fact of seisin the vendor has no actual knowledge. Otherwise the principles laid down by FRY, J., were approved in the Court of Appeal (JESSEL, M.R., BRETT and COTTON, L.JJ.), and JESSEL, M.R., pointed out the distinction we have noticed above, namely, that "the considerations which induce a Court to rescind any contract, and the considerations which induce a Court of Equity to decline to enforce specific performance of a contract are by no means the same. It may well be that there is not sufficient to induce the Court to rescind the contract, but still sufficient to prevent the Court enforcing it." And it is also the duty of the vendor to make himself fully acquainted with all the peculiarities and incidents of the property (*Brandling* v. *Plummer*, 1854, 2 Drew. p. 430), and he is in default unless he discloses both what he actually knows and what, if he makes proper inquiry, he would know : *Heywood* v. *Mallalieu*, 1883, 25 Ch. D. 357.

The books are full of similar statements as to a vendor's duty to disclose matters of title, and the invalidity of conditions of sale inconsistent with this duty. The test, said COTTON, L.J., in *Re Marsh & Granville*, 1883, 24 Ch. D., p. 24, of a condition of sale being fair and explicit is : "whether it discloses all facts within the knowledge of the vendor which are material to enable the purchaser to determine whether or not he will buy the property subject" to the particular condition ; in that case a condition limiting the length of title. "There is," said FRY, L.J., in delivering the judgment of the Court of Appeal in *Reeve* v. *Berridge*, 1888, 20 Q.B.D., p. 528, "great practical convenience in requiring the vendor, who knows his own title, to disclose all that is necessary to protect himself, rather than in requiring the purchaser to demand an inspection of the vendor's title deed before entering into a contract." In that case the vendor of leasehold property had not disclosed, or given the purchaser a fair opportunity of discovering, onerous covenants in the lease ; and so, too, in *Re Davis & Cavey*, 1888, 40 Ch. D., 601 ; *Re White & Smith*, 1896, 1 Ch. 637 ; *Re Haedicke & Lipski*, 1901, 2 Ch. 666.

But while a vendor is bound to disclose defects in his title which he knows or ought to know, this does not prevent him from stipulating that the purchaser shall accept his title without objection or inquiry, and provided he will get a good holding title, specific performance will be granted against him notwithstanding there is a defect in the title ; see *Hume* v. *Bentley*, 1852, 5 De G. & Sm. 520. But where the purchaser is required to make a specific assumption as regards compliance with legal formalities, he must be given sufficient information to enable him to appreciate the risk he is running. Thus in *Best* v. *Hamand*, 1879, 12 Ch. D. 1, the purchaser was required to assume that the formalities necessary for the sale of superfluous land by a railway company had been complied with, and it was considered sufficient for the validity of the condition that it gave the purchaser notice of these formalities though in fact they had not been complied with. The rule appears to be that the vendor, provided he abstains from any actual misrepresentation, can effectively sell under a condition which excludes his ordinary duty of disclosure and obliges the purchaser to accept his title without inquiry.

In *Best* v. *Hamand*, *supra*, it was held that, since the condition was binding on the purchaser, he was not entitled to recover his deposit, though it has been questioned whether the vendor could have obtained specific performance since he was aware that the formalities in question—as to the sale of superfluous land—had not in fact been complied with : Williams, Vendor and Purchaser, 3rd ed., p. 189. The rescission of the contract carries with it the return of the deposit, so that the question in such cases is whether the purchaser is entitled to rescind, or whether, if he is not entitled to rescind, he can resist specific performance—the alternatives mentioned by JESSEL, M.R., in *Re Banister*, *supra*. In *Re National Provincial Bank & Marsh*, 1895, 1 Ch. 190, there was, as in *Hume* v. *Bentley*, *supra*, a condition excluding inquiry into the title, and it was held to prevent the recovery of the deposit, though, owing to the discovery *aliunde* of a defect in the title, specific performance might not have been ordered. In *Re Davis and Cavey* (40 Ch. D. 602), where a defect was discovered after the sale, STIRLING, J., held, on a vendor and purchaser summons, that the purchaser was not bound to accept the title, but left him to recover his deposit in an action at law. But where the vendor is not relieved by an effective stipulation from the duty of disclosure and fails in this duty, the contract can be rescinded and the deposit ordered to be returned on a summons : *Re Haedicke & Lipski*, 1901, 2 Ch. 666. ; and see cases below.

Of course the classic instance of the difference between rescission and specific performance is the much criticised case of *Re Scoti and Alvarez*, 1895, 2 Ch. 603, where there was a condition excluding objections to title. The purchaser discovered a vital defect of title, but it was held that he was bound at law by the condition and could not recover his deposit, though at the same time specific performance would not be ordered against him. This apparent violation of the rule under the Judicature Acts, that all questions between the parties are to be determined in the same proceedings, and that the rules of equity are to prevail, was explained by the difference between an action at law and the extraordinary remedy by specific performance which depends more or less on the discretion of the Court. Whether the explanation is sound we need not now stop to inquire. But where the vendor's duty of disclosure is not affected by a special condition, and his failure to disclose, though not proceeding from fraud, is in a material and substantial point, the purchaser is entitled to rescind and to recover his deposit : *Nottingham Patent Brick Co.* v. *Butler*, 1886, 16 Q.B.D. 778 ; *Carlisle* v. *Salt*, 1906, 1 Ch. 335 ; see *Flight* v. *Booth*, 1834, 1 Bing, N. C. 370. Where, however, the default is not of so serious a nature, the purchaser may fail to obtain rescission, and may have to be satisfied with escaping specific performance, though it does not seem easy to define the boundary between these two results. Indeed, as practitioners know, the subject in question is full of uncertainties.

The Biographer of the Chancellors.

"Jack" Campbell—to use the name by which he was known to his contemporaries—is almost as much of a puzzle to the literary or legal critic as was James Boswell to Lord Macaulay. For Boswell was undeniably an undignified and rather absurd fellow ; yet he wrote a remarkable book full of sententious good sense as well as brilliant photography of incidents and scenes in the varied career of a great man of letters. "Jack" Campbell, too, was undeniably a very dull, not to say almost stupid, man ; he was not a profound lawyer : in his own autobiography he gives away, without knowing it, his curiously Philistine and self-seeking struggle for success by all the petty acts of worldly intriguery ; yet he becomes Lord High Chancellor of England in an epoch when he had mighty competitors and he has written a stately history, in ten volumes, of the Lord

Chancellors of England which is full of sane wisdom as well as of an enormous mass of detail, at once erudite and interesting. In fact, it is one of the most fascinating books in the language, almost as interesting in its way as "Boswell," only it appeals to a narrower circle. Boswell's "Life of Johnson" appeals to all educated and all literary men. Campbell's "Chancellors" appeals only to the lawyer who is interested in the history of his profession. Yet it is a splendid book, in its way unrivalled, certainly unsurpassed.

Campbell was one of those young Scotsmen who, in the closing years of the Eighteenth Century, began to discover that England held greater chances in life for an ambitious youth than the romantic town of Edinburgh. Mansfield, Erskine, Wedderburn: these had shown the way. Dundas, the friend of Pitt, had ruled Scotland and India from Whitehall for nearly a score of years with an iron grip. It began to be known in the quadrangles of every Scots University that the boy of parts, who heretofore had only aspired to a parochial manse or a Balliol scholarship leading to a professorship, might do better for himself by getting called to the English Bar. And so a host of them—among others Brougham, Horner, Campbell—came along the high road that leads to London and entered their names in the Inns of Court. Campbell was the son of a parish minister in Cupar, Fife, where he was born in 1779. He was educated at Glasgow University and came to the English Bar in 1806, at the rather late age of twenty-seven. He claimed, like all Scotsmen, to be of noble or at least genteel descent, and boasts in his autobiography how he was able to satisfy the authorities of the Temple that he was a gentleman entitled to "coat armour," then a condition precedent to entrance at an Inn of Court, and so did not require to purchase arms from the Court of Heralds, as others less fortunate had to do.

Then, as now, a man coming to the Bar without influence and connection, must wait a long time to get work. Campbell had to wait, and he earned his living as a member of the *Morning Chronicle* staff. He put up a stern fight for recognition, and himself tells of the arts of his youth. He explains how there were only five ways of getting on at the Bar, (1) by inheriting a practice, (2) by marrying a rich solicitor's daughter, (3) by pettifogging at Quarter Sessions, (4) by "devilling," and (5) by a "miracle." It is to the credit of Campbell's manhood that, worldly-minded as he was, he did not consider the second means—that of marriage. He preferred to win in a manlier way. Indeed, he did not marry at all until his success was assured, at the age of nearly fifty, and then he married the youthful daughter of a fellow-silk, a girl of nineteen or twenty. The fellow silk was afterwards Lord Abinger, and during the period of courtship Campbell was said to have blushed "Scarlett" whenever he appeared in Westminster Hall. It was a happy marriage, for Campbell had the quiet domestic steadiness which women esteem and the practical insight which enables a man to choose a good wife. It is related, indeed, that he declined, to Queen Victoria's surprise, an invitation to Windsor, but when she discovered that the reason was the non-inclusion of his wife, the omission was at once rectified.

Campbell went the Oxford Circuit. In those days, he has told us, barristers went circuit riding together, in a coach-and-four hired for the occasion. His fellow-circuiteers were all the sons of local country gentlemen, for in those days, outside London, none aspired to the Bar except the sons of local magnates. Work came largely from the circuit towns, and there the attorneys never dreamed of briefing any man whose forebears had not possessed a heavy rent-roll in some county of the Circuit. Campbell found his aristocratic mess-mates, Oxford University men and hunting men for the most part, an honourable and genial band of comrades—somewhat prone to revelry and fonder of sport than of their briefs, but straightforward and free from all "side." The life of the circuit men was delightful in those old days, and Campbell has preserved an interesting memorial of its now faded charms, and the long-since-abandoned revels.

At last work came, helped by the skill with which Campbell courted solicitors' clerks. This was a special gift of his; in fact he invented this sixth method of getting-on at the Bar. It was regarded with some contempt by his fellows of that day, but in time others adopted the practice, although few played the game with such canny skill as did "Jack" Campbell. In 1830 he found his way into Parliament, and rapidly worked up to law-office, becoming Solicitor-General in 1832, and Attorney-General in 1834. His *Reports*, one of the many side-lines he tried for a livelihood in the days of waiting, had become celebrated and earned for him a reputation for legal learning he hardly deserved. Moreover, the Whigs were getting tired of brilliant geniuses like Brougham, and turned to a plain common-sense man with something of the enthusiasm with which the *Morning Post*, in a leader written the day after Mr. Bonar Law completed his Ministry, thanked God that he had resisted the temptation to include any clever men. In fact, Campbell's solid dullness was really an asset in his favour in the 'thirties, when there was a reaction against the breathless changes and eccentric brilliancy of the Reform Era. In 1841 he became Lord Chancellor of Ireland and a Peer, and later on Lord Chief Justice of England. Finally, at the age of eighty, in 1859, the Whigs unexpectedly made him Lord Chancellor, the chief object of his life-long ambition.

"Jack" Campbell was not a great man or a very exalted character. He had a canny Scots love of success, and pushed himself by any available means, small or great. But he was essentially honest, as well as solid; he was a steadfast supporter of his own political creed; he never "ratted" in order to gain office, or the promotion he so dearly loved; an offence that was charged, unfairly perhaps, against Lyndhurst—

> "Copley to hang offends no text,
> A rat is not a man, Sir."

So wrote Macaulay; Campbell, at any rate, was "a man"; he never stooped to any act unworthy of the dignity of manhood. He rose by the favour of men, not of women, whom he slightly despised, but writes of with an old-fashioned mixture of courtesy and superiority. Naturally, being all these things, he was a favourite of Queen Victoria, who, after all, was a good judge of the essential points of a man, although she could not understand or appreciate great genius or great saintliness. "An honest man's the noblest work of God" might well have been the motto on Campbell's tombstone.

The Law of Property Act, 1922.

The Abolition of the Rule in *Shelley's Case*.

In a series of articles which we published in 1920, 64 Sol. J., pp. 383, *et seq.*, under the title "Property Law Reform at Home and Overseas"—we regret that the learned author, Mr. J. E. Hogg, did not remain in this country—it was pointed out that in several respects the Oversea Dominions had anticipated the reforms then proposed by the Law of Property Bill; in particular, New Zealand, and subsequently New South Wales, had abolished the rule in *Shelley's Case*, 64 Sol. J., 421, 422, and it may be interesting to compare the enactments by which this was effected with the corresponding enactment of the Law of Property Act, 1922. Thus in the New Zealand Consolidated Statutes of 1908, Property Law, 1908, No. 152, s. 7 runs:—

> "Where a deed or will contains a limitation to any person for life, followed mediately or immediately by a limitation to the heirs or heirs of the body of such person, the latter limitation shall not be deemed to coalesce with the former, but shall take effect as a contingent remainder."

This was reproduced from s. 7 of the Property Law Act, 1905.

For New South Wales the Conveyancing Act, 1919, enacts by s. 17:—

> "Where in an instrument coming into operation after the commencement of this Act a remainder is limited mediately or immediately to the heirs or heirs of the body of a person to whom an estate for any life in the same premises is expressly given, the estate of such person shall be confined to an estate for the life mentioned, with a remainder to his heirs or heirs of his body as purchasers."

Now the rule in *Shelley's Case* as given in the "Laws of England," Vol. 24, "Real Property," para. 422, is—

> "Where under a conveyance or devise, the ancestor takes an estate of freehold, and in the same instrument an estate is limited by way of remainder, either mediately or immediately to his heirs or to his heirs in tail, the word 'heirs' is a word of limitation and not of purchase, and the ancestor takes a fee simple or in tail as the case may be."

Thus both the enactments above mentioned are designed to give a direct negative to the rule; that is, to abolish it, the former by forbidding the coalescence of the life estate and the remainder, and the latter by expressly confining the first estate to the life estate. Curiously enough the Law of Property Act, though it is certainly intended to have a similar effect, and it is generally assumed that this intention is carried out, contains no independent enactment abolishing the rule, as in the overseas statutes, but introduces the following proviso to s. 17 (2):—

> "Provided that where, by any instrument coming into operation after the commencement of this Act, an interest is expressed to be given to the heir or heirs or issue or any particular heir or any class of the heirs or issue of any person in words which, but for this proviso, would, under the rule of law known as the rule in *Shelley's Case*, have operated to give to that person an interest in fee simple or an entailed interest, such words shall operate in equity as words of purchase and not of limitation, and shall be construed and have effect accordingly: and in the case of an interest expressed to be given to an heir or heirs or any particular heir or class

of heirs, the same person or persons shall take as would in the case of freehold land have answered that description if this Act had not been passed."

Treating this as a substantive enactment, it will be seen that it does not follow either the New Zealand or the New South Wales precedent; that is, it does not expressly forbid coalescence of the life estate and the remainder, nor does it expressly confine the estate of the ancestor to a life estate. It effects its object by simply reversing the rule that the words "heirs," &c., shall be words of limitation and not of purchase, and directs that they shall be construed as words of purchase; this is necessarily "in equity" only, since all legal estates of freehold less than the fee simple are abolished.

But it is singular that the enactment is not given as in the overseas statutes as an independent enactment, but only as a proviso to s. 17 (2), and presumably it is only intended to operate as a qualification of that sub-section. Sub-section (1) enables estates tail to be created in equity in any property, real or personal, by the like expressions as are now proper to create an estate tail by deed (not being an executory instrument) in freehold land. Then s-s. (2) extends the rule of construction applicable to the creation of entailed interests, and enacts that expressions in wills and executory instruments—as to which the rule is not so strict as in the case of deeds which are not executory—"shall (save as next hereinafter provided) operate in equity, in regard to property real or personal, to create absolute, fee simple or other interests corresponding to those which, if the property affected had been personal estate, would have been created therein by similar expressions before the commencement of this Act." It is by no means easy to understand what this means, and the sub-section is one of the puzzles which the Act sets for conveyancers; to this we hope to return. What we are pointing out just now is that the enactment which is assumed to abolish the rule in *Shelley's Case* is only a proviso to s-s. (2), and presumably only operates so far as it qualifies that sub-section. Probably this is not the intention, and it is to be hoped that when the Act is re-cast the proviso will appear as a substantive enactment, but meanwhile it seems fair to ask the question: Is the rule in *Shelley's Case* really abolished?

The New Statutes.

The British Nationality and Status of Aliens Act, 1922, 12 & 13 Geo. 5, c. 44.

Two diverse principles govern the question of membership or citizenship of a State: one is the *jus soli*, according to which citizenship depends on the place of birth; the other is the *jus sanguinis*, according to which citizenship depends on descent, the child taking the citizenship of the parent although born out of the territory of the State. The English law is based on the *jus soli*, but it has been changed by statute from time to time to a varying extent in the direction of the *jus sanguinis*, and the above-mentioned Act represents the furthest extent to which the change has gone. Founded upon sentimental considerations, and assisted in its passage through Parliament by references to assistance given to Great Britain in the recent war by the sons of British subjects who had emigrated, it will not be viewed with favour by those who think that the *jus soli* is the true ground of citizenship in modern States as it was in England in the Middle Ages, and that this principle is most conducive to international peace: see Foulke, International Law, II, 14.

By the English Common Law a subject-born was one whose parents were at the time of his birth under the allegiance of the King, and whose place of birth was within the King's dominion: *Calvin's Case*, 1608, 7 Co. Rep. 1*a*. But either by the Common Law or by 25 Edw. 3, stat. 1, a relaxation was made in the case of merchants, and children born abroad of an English father living abroad as a merchant were deemed to be natural-born subjects: *Bacon* v. *Bacon*, 1641, Cro. Car. 601; *Collingwood* v. *Pace*, 1664, 1 Vent. 413. Then by the British Nationality Act, 1730, British citizenship was extended generally to children born abroad of natural-born subjects of the Crown, and by the British Nationality Act, 1772, to grandchildren; but this was as far as the transmission of citizenship went, and a great-grandson born abroad was an alien. There was no foundation, it was said, in *De Geer* v. *Stone*, 1882, 22 Ch. D. 243, for the notion that by the Common Law of England the posterity of a natural-born British subject, though born abroad, must be treated as British subjects for ever. But the right of children and grandchildren to the privileges of British subjects was recognized in several cases; they were, for instance, when infants entitled to the protection of the Crown as *parens patriæ*: *Hope* v. *Hope*, 1854, 4 D.M. & G. 328; *Re Willoughby*, 1885, 30 Ch. D. 324. On the other hand, there was no transmission of citizenship by descent in the case where the grandfather or father was a naturalized British subject: *Ex parte Carlebach*, 1915, 3 K.B. 716; and see the cases on the subject collected under "Aliens" in the English and Empire Digest, II, pp. 121 *et seq.* Reference should also be made to the Foreign Protestants (Naturalization) Act, 1708, on which the Act of 1730 was founded.

All the above statutes were repealed by the British Nationality and Status of Aliens Act, 1914, and the *jus sanguinis* was restricted as regards the degree of descent, but extended as to the ancestor's qualifying citzenship. Section 2 included among natural-born British subjects: "(*b*) Any person born out of His Majesty's Dominions, whose father was a British subject at the time of that person's birth, and either was born within His Majesty's allegiance or was a person to whom a certificate of naturalization had been granted, or—to include the addition made by the British Nationality and Status of Aliens Act, 1918, s. 2. (1)—had become a British subject by reason of any annexation of territory, or was at the time of that person's birth in the service of the Crown." Thus, as far as descent was concerned, the *jus sanguinis* was confined to the first generation; in this respect going back to the Act of 1730, but as regards the father's qualifying citizenship, this is no longer confined to citizenship founded upon birth as a British subject, but includes citizenship by naturalization and by annexation of territory.

The present Act substitutes a new paragraph (*b*) of ss. (1) of s. 1 of the Act of 1914, as amended by the Act of 1918, and repeats the enactments just mentioned, though incidentally the drafting is improved by using sub-paragraphs. Thus the persons who are to be deemed to be natural-born British subjects are—

> (*b*) Any person born out of His Majesty's dominions whose father was, at the time of that person's birth, a British subject, and who fulfils any of the following conditions, namely (stating them shortly)—
>
> (i) his father was British-born; or
> (ii) was naturalized; or
> (iii) had become British by annexation; or
> (iv) was in the service of the Crown;
>
> but there is now added—
>
> "(v) his birth was registered at a British consulate within one year, or in special circumstances, with the consent of the Secretary of State, two years after its occurrence, or, in the case of a person born on or after 1st January, 1915, who would have been a British subject if born before that date, within 12 months after 1st August, 1922,
>
> with a proviso that British nationality, when it is conditional upon registration at a British consulate, shall cease unless the person declares for its retention within one year after he attains twenty-one years, or within such extended period as may be authorized in special cases by regulations made under the Act.

It will be seen that this additional sub-paragraph drops the special reference to the father contained in the first four sub-paragraphs, and the only requirement as regards him is the overriding condition at the commencement of paragraph (*b*), that he must, at the time of the child's birth, be a British subject; but as to the ground of his British citzenship there is no restriction; he may be British born, or be British by descent. The effect, as stated in the House of Lords on the second reading of the Bill, will be to enable British nationality to be maintained through successive generations by complying with the condition of registration at birth, and renewal of the registration at majority. Subject to these conditions the *jus sanguinis* replaces the *jus soli* as the test of British citizenship. This is a very important departure, and no attention seems to have been given in Parliament to the general character of the change as a question or International Law and the effect it will have in foreign countries as regards double nationality. It should be noted that while the Legislature is extending British citizenship to persons born abroad, it remains the law that all persons born in Great Britain are British citizens. Hitherto it has been customary to use "citizens" for members of a Republic and "subjects" for members of a Monarchy; but Parliament has now sanctioned the use of "citizens" for the latter purpose; and it is on various grounds the preferable term. In particular it renders unnecessary the use of the awkward word "nationals."

From *The Times*, of 2nd January, 1823:—The following anecdote may be relied upon: A merchant was travelling from London to Liverpool by the mail, and entered into conversation with a country girl who was in the coach. She told him that she had ten guineas in gold, which she had saved and intended to take home to her father. The mail was stopped by highwaymen, and on their opening the door and demanding money from the passengers, the merchant declared that he himself had only a few shillings, but that his companion had ten guineas. They, of course, took them from her. When they were out of sight, the gentleman told the girl that he had £50,000 concealed in his boots, and presented her with £100 as a compensation for the alarm which he had occasioned.—*Evening paper.*

Reviews.

The Annual Practice.

THE ANNUAL PRACTICE, 1923. Being a collection of the Statutes, Orders and Rules relating to the General Practice, Procedure and Jurisdiction of the Supreme Court, with Notes, Forms, etc. By ROBERT W. WHITE and GREGORY A. H. KING, Associates of the High Court, and FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice. Two volumes in one. Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. 50s. net.

The White-Book, as it is familiarly known, is a work of standardized excellence, which is re-issued each year with all the latest points affecting practitioners, so that comment on its merits is almost superfluous. We may say, however, that the present edition is quite as thorough and as careful as any of its predecessors. The difficulty in compiling such a work is to know what to omit; this is especially so with the hordes of decided cases which are available to illustrate every important rule; it is not practicable to print all, and it is not easy to decide which can safely be left out. In fact, cases omitted on the ground that they only add further illustration of some trite rule, have an awkward habit of becoming important in the vicissitudes of actual litigation; some master or judge refuses to follow what appears to be the plain principle appearing in some half-dozen cases and distinguishes the circumstances which have arisen before him; then it turns out on appeal that the actual facts have already been pronounced upon by the court in some reported case, omitted because it was supposed to be so obvious. This is the constant bugbear of the editors of all old legal text-books; it requires long experience to judge what decisions can really be treated as redundant without risk of misleading practitioners. This delicate task has always been discharged with painstaking discretion in the Annual Practice, and not least in this new edition. Additions to such a work are an easier matter; it is only necessary to put in all really new matter in order to avoid pitfalls. In the present volume this appears to have been thoroughly done. The chief addition of importance to the Supreme Court Rules of Practice, of course, is the new rules of last year on Service out of the Jurisdiction; and these are thoroughly handled in this edition. We have only one suggestion to make. We should like to see the White-Book enriched by short epitomes of (1) Crown Office Practice, (2) Probate, (3) Divorce, and (4) Admiralty Practice. But, of course, considerations of space and general utility have to be considered by the editors.

Metropolitan Police Law.

THE METROPOLITAN POLICE GUIDE. Seventh Edition, 1923. By J. A. JOHNSTON, Esq., B.A., of the Inner Temple, Barrister-at-Law. His Majesty's Stationery Office. 34s. net.

The last quinquennial edition of this useful work was edited by the late James Roberts, who perished at sea during the war, and Mr. Valentine Ball, now a Master of the Supreme Court. The present guide is edited by Mr. J. A. Johnston, who brings a fresh mind to his task, and, naturally, like new brooms, proceeds to "sweep clean." He has jettisoned much of the old matter, and re-arranged most of the rest. Part I is now devoted to the text of the Statutes governing the creation and regulation of the Metropolitan Police Area, with appropriate notes. Part II deals with the procedure of the magisterial court, which is practically the same as that applied elsewhere by the Summary Jurisdiction Acts. Part III deals in order with the more important offences likely to come before a London magistrate. There is an interesting historical introduction. Special attention is devoted to offences against the Revenue Laws, an increasing part of the duties of a police-court. The new edition seems to maintain fully the reputation of its predecessors.

Books of the Week.

Labor Law.—A Selection of Cases and other Authorities on Labor Law. By FRANCIS BOWES SAYRE, LL.B., S.J.D., Assistant Professor of Law in Harvard University. Cambridge, Harvard University Press.

Executors and Trustees.—Executorship and Trust Accounts. By J. STEWART SEGGIE, C.A., F.S.A.A. E. & S. Livingstone, Edinburgh. 8s. 6d. net.

Life Assurance.—English and Scottish Life Assurance Policies. Explanatory Notes on Title to English and Scottish Life Assurance Policies. By CHARLES LILBURN IZOD and LEONARD DUNCAN ELDRIDGE, Barristers-at-Law. Sweet & Maxwell, Ltd. 7s. 6d. net.

The income tax, says *The Times*, is to be abolished in the Colony of the Straits Settlements on Monday, 1st January. The tax was imposed to meet war conditions in 1917 and has continued since. It has been fixed on the exact income or trading profit of the previous year. For the year 1922 it is estimated to produce approximately £300,000. It is believed that the abnormal expenditure of the past five years has now been modified to an extent that justifies the hope that the accounts will balance without this source of income.

CASES OF LAST SITTINGS.

High Court—Chancery Division.

In re **BERCHTOLD: BERCHTOLD** *v.* **CAPRON.** Russell, J. 15th, 16th November, 4th December.

CONFLICT OF LAWS—MOVEABLES OR IMMOVEABLES—*lex situs*—*lex domicilii*—TRUST FOR SALE OF LAND—DEVOLUTION.

The maxim "Equity considers that as done which ought to be done" is an equitable doctrine of conversion only and arises when the question is whether property is real or personal estate. This equitable doctrine has no bearing on the question whether property is moveable or immoveable.

Property held on trust for sale, no sale having in fact taken place, is immoveable

Freke *v.* Lord Carbery, 1873, L.R. 16 Eq. 461, *applied.*

The question to be decided in this case was whether the persons or person beneficially entitled to the proceeds of sale of certain real estate if sold, and to the rents and profits thereof until sale, were the person or persons who would be entitled according to English law or the persons or person who would be entitled according to Hungarian law. The facts were as follows: On 2nd March, 1907, Count Richard Berchtold, of Hungarian nationality and domicile, devised to his trustees his freehold estate at Birmingham upon trust for sale and conversion, and out of the income from the proceeds of sale to pay an annuity of £500 to his wife for life and the residue to his son Count Nicholas Berchtold. On the death of the wife the trustees were to hold the capital and income on trust for his son. The trustees had power to postpone the sale and conversion for as long as they thought fit, the income of the unsold estate to go to the persons who would have been entitled to the income of the proceeds of sale. In 1906 Count Richard died leaving his son Nicholas, also of Hungarian nationality and domicile, and a daughter, Countess Szoholzi, surviving him. Nicholas died in 1911 leaving a widow and an infant son, Antoine, surviving him. Letters of administration to the estate of Nicholas, which consisted of his interest in the Birmingham freeholds under his father's will, were granted to Dr. M. Lumley, as attorney for the plaintiff his widow. In 1913 this summons was taken out and Eve, J., ordered that the freeholds should not be sold during the minority of Count Antoine and directed the summons to stand over. On 23rd October, 1914, Count Antoine died intestate and an infant of Hungarian nationality and domicile, leaving the plaintiff his sole next of kin. In 1921 letters of administration to the estate of Count Antoine were granted to the Public Trustee. It was admitted that in a case of a conflict of laws on the death of an intestate the *lex situs* governed the devolution of his immoveables and the *lex domicilii* that of his moveables. It was also admitted that the *lex situs* determined whether the property was moveable or immoveable.

RUSSELL, J., after stating the facts, said: If the respective interests of Counts Nicholas and Antoine in the Birmingham freeholds which were subject to a trust for sale are immoveable property according to the *lex situs* (*i.e.*, the law of England) they will devolve on the persons entitled to the intestate's personal estate, because, according to the English law they are personal estate, the result being that the plaintiff, as the widow, will take one-third on the intestacy of Count Nicholas and as sole next of kin will take two-thirds on the intestacy of Count Antoine. On the other hand, if the respective interests are moveable property according to the *lex situs*, the law applicable to their devolution would be the *lex domicilii* or law of Hungary. In that event the whole, subject to a usufruct in favour of the plaintiff as widow of Count Nicholas, will belong to Countess Szoholzi. Therefore the first question to determine is whether these respective interests of Counts Nicholas and Antoine are immoveable property or moveable according to English law. The distinction between real and personal estate under English law has nothing to do with the question. Thus leaseholds, Scotch heritable bonds and mortgage debts secured by land have been held to be immoveable property; see *Freke* v. *Lord Carbery*, *supra*; *Duncan* v. *Lawson*, 1889, 41 Ch. D. 394; *In re Fitzgerald*, 1904, 1 Ch. 573; *In re Hughes*, 1911, 1 Ch. 179. Under various statutes an interest in the proceeds of the sale of real estate subject to a trust for sale is treated as an interest in land (see *Briggs* v. *Chamberlain*, 1853, 11 Hare 69; *Brook* v. *Badley*, 1868, L.R. 3 Ch. 672; *Bowyer* v. *Woodman*, 1867, L.R. 3 Eq. 313; *In re Thomas*, 1886, 34 Ch. D. 166). Subject to his mother's annuity Count Nicholas was absolutely entitled to the proceeds of the sale of the Birmingham freeholds if and when it took place. No sale did take place, the property remained land immoveable and Count Nicholas, subject to the annuity, was entitled to the rents and profits of that immoveable property and the land was his in equity (*Brook* v. *Badley*, *supra*). As to Count Antoine, his position was the same in respect of so much of the benefit under his grandfather's will as passed to him on the death intestate of his father. These interests ought to be classified as immoveable property equally with the freehold property directed to be sold, and this view is supported by the decisions in the cases of *Freke* v. *Lord Carbery*, *supra*, and *Murray* v. *Champernowne*, 1901, 2 I.R. 232. On behalf of the Countess Szoholzi it was argued that according to English law land directed to be sold must be considered to be money, and that as equity considers that done which ought to be done, the Birmingham freeholds in the eye of the law are money. That equitable doctrine of conversion only arises when the question is whether the property is real or personal estate, and has no

relation to the question whether the property is moveable or immoveable. Accordingly, I declare that the person or persons beneficially entitled to the proceeds of sale of the Birmingham freeholds, and to the rents and profits thereof until sale, are the person or persons who would be entitled thereto according to the law of England, and that in the events that have happened on the death of Count Nicholas intestate the beneficial interest to which he was entitled passed as personal estate to his English administrator, upon trust (subject to the payment of his funeral and testamentary expenses, duties and debts) as to one-third thereof to his widow, the plaintiff, and as to two-thirds thereof for his only child and next of kin, Count Antoine, and on the death of Count Antoine intestate and a bachelor his beneficial interest in such two-thirds share passed as personal estate to his English Administrator (subject as aforesaid) upon trust for his mother, the plaintiff, as his sole next of kin. This declaration is to be without prejudice to any question which might arise under the Treaty of Peace (Hungary) Act, 1921, or any Order in Council made thereunder by reason of any person beneficially entitled as aforesaid having been or being of Hungarian nationality.—COUNSEL: *Gover*, K.C., and *Errington*; *MacSwinney*; *Gurdon*; *Clayton*, K.C., and *A. Adams*. SOLICITORS: *Capron & Co.*; *Leader, Plunkett & Leader*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

MANTON *v.* **BROCKLEBANK.** 29th November.

NEGLIGENCE—AGISTMENT—MARE AND HORSE IN SAME FIELD—MARE KICKS HORSE AND BREAKS HORSE'S LEG—ANIMAL *Mansuetæ Naturæ*—DAMAGES—LIABILITY OF OWNER OF MARE.

The plaintiff and defendant were both in the habit of agisting horses with a farmer. The defendant placed a mare, which was warranted quiet, in the field in which there was a horse belonging to the plaintiff. The mare kicked the horse and broke its leg.

Held, that the defendant was liable for damages, as it was his duty to take precautions to prevent the mare from doing that which it was probable that she would do, and that he had been negligent in not taking such precautions as were necessary.

Held, however, that this decision was not directed to cases where animals were turned out to graze on commons or large spaces.

Appeal from Hull County Court. A horse was placed by the plaintiff at agistment in a certain field. The defendant also placed a mare, which he had obtained with a warranty of quietness, in the field while the horse was there. Both the plaintiff and the defendant were in the habit of agisting horses with the farmer, to whom the field belonged. The mare kicked the horse and broke its leg. The plaintiff took proceedings in the county court for the recovery of damages, and the deputy county court judge found that there was no custom to warn owners of horses already in a field of the arrival of other horses; that when a horse was turned into a field with strange animals it was not unnatural that they should play or quarrel; that if two horses were lawfully in a field together and one injured the other under such circumstances, the owner of the one was liable to the owner of the other, and he awarded damages to the plaintiff. The defendant appealed. In the course of the argument, the following cases (*inter alia*) were referred to: *Clinton* v. *J. Lyons & Co. Ltd.*, 1912, 3 K.B. 198; *Cox* v. *Burbidge*, 13 C.B. N.S. 430.

DARLING, J., in delivering judgment, said that in his view the deputy county court judge was right in his decision. Although the mare in the present case was among the class of animals *mansuetæ naturæ*, she must be taken not only with her vices, but also with the infirmities of her nature. It was not necessary to prove that the owner knew that she had previously done this kind of thing. The mare had done something which the owner might reasonably have expected her to do, and it was negligence on his part not to have taken steps to prevent it from happening, and not to have warned the plaintiff. It must not, however, be supposed that this judgment would be applicable in cases where a horse was turned out into a common or a large space. In his lordship's view the appeal should be dismissed.

SALTER, J., delivered judgment to the same effect, and the appeal was dismissed.—COUNSEL: *D. N. Pritt*; *Van den Berg*. SOLICITORS: *Smith and Hudson*, for *Payne & Payne*, Hull; *Windybank, Samuell & Lawrence*, for *Laverack, Wray & Co.*, Hull.

[Reported by J. L. DENISON, Barrister-at-Law.]

Mr. William Gaze, solicitor, of Lavender-hill, S.W., was, says *The Times*, summoned before Mr. Marshall, at the South Western Police Court on 28th December, for unlawfully practising without renewing his yearly certificate. Mr. Humphreys, prosecuting for the Law Society, said that, while there was no desire to press the case unduly, the proceedings were essential in order to safeguard the interests of the profession, as well as those of persons seeking legal help. The defendant, he said, was admitted to the roll of solicitors in 1879, and had practised for many years, but failed to renew his certificate for the year following December, 1921. The defendant pleaded that in consequence of a serious illness he was unable to pay proper attention to business affairs, and the omission was due to inadvertence. Mr. Marshall accepted that explanation, and allowed the summons to be dismissed on payment of £2 2s. costs.

New Orders.

Supreme Court, England.

PROCEDURE.

RULES OF THE SUPREME COURT, ORDER 36, RULES 45 & 47B.

ORDER MADE BY THE LORD CHANCELLOR, DATED THE 30TH DAY OF DECEMBER, 1922.

I, GEORGE VISCOUNT CAVE, Lord High Chancellor of Great Britain, by virtue of Order 36, Rules 45 and 47B of the Rules of the Supreme Court and every other power enabling me in this behalf, hereby order and direct as follows:—

All causes or matters specified in the Schedule to this Order (being causes or matters referred to an Official Referee in respect of which no particular Referee was named in the Order referring them and now entered in the list of Sir Edward Pollock) shall be transferred to the other Official Referees in manner following, that is to say, those in Part I of the said Schedule shall be transferred to Sir Francis Newbolt, K.C., and those in Part II of the said Schedule shall be transferred to G. A. Scott, Esquire. Every cause or matter transferred in accordance with the directions of this Order shall be entered in the list of Sir Francis Newbolt, K.C. or of G. A. Scott, Esquire, as the case may be, in the position which it would have taken in that list if it had been entered therein at the date when it was first entered in the list of Sir Edward Pollock.

Dated the 30th day of December, 1922.

CAVE, C.

SCHEDULE.

PART I.

Jones v. *Quilter*
Knight v. *de Rondan*
L. & N. Engineering Co. v. *Jackson*
Paquin v. *Polikoff*
Betts Brown v. *Murphy*
Davis v. *Atlas Shoe Co., Ltd.*
Shaw v. *Damuth*
Blockey v. *de Bolotoff*
Wright v. *R. & A. J. Rose*
Shepherd v. *Brewers Wharf Lighterage Ltd.*

PART II.

Deane v. *Breddell & Spyer*
Cook v. *James*
Gesellschaft v. *Gaunt*
J. Dixon (London) Ltd. v. *Stanley Jones & Co.*
Young v. *Graseman*
Lawrence & Chipperfield v. *King*
Davis v. *Saipinsky*
Dumbekalm v. *Lawrence*
Wheaton v. *Rowson Drew & Co.*
Bitum Paint Co. v. *Ohlson.*

Board of Trade Orders.

PROCEEDINGS IN BANKRUPTCY.

The Board of Trade have assigned to the Hon. Walter John Harry Boyle, Senior Official Receiver attached to the High Court of Justice in Bankruptcy, proceedings in which the initial letter of the first surname of the debtor or debtors is any of the letters A to F. They have also assigned to Mr. Daniel Williams, an Official Receiver attached to the High Court of Justice in Bankruptcy, proceedings in which the initial letter of the first surname of the debtor or debtors is any of the letters P to Z.

[*Gazette*, 2nd Jan.

It is officially stated that under s. 18 (1), Finance Act, 1922, warrant officers, non-commissioned officers, and men and temporary civilian subordinates who have hitherto been assessable for income tax under Schedule D of the Income Tax Act, 1918, become assessable under Schedule E of that Act. The procedure for effecting this change is detailed in a pamphlet, copies of which will shortly be issued to those affected.

Agriculture Committee.

The Prime Minister has appointed a Tribunal of Investigation into the agricultural problem, in accordance with the undertaking given by him in the debate on the Address in the House of Commons. The tribunal will consist of the following economists:—

Sir William Ashley, Professor of Commerce and Vice-Principal of the University of Birmingham.

Professor W. G. S. Adams, Gladstone Professor of Political Theory and Institutions, Oxford.

Professor D. H. MacGregor, Drummond Professor of Political Economy, Oxford.

Mr. C. S. Orwin, director of the Institute for Research in Agricultural Economics at Oxford, has been appointed agricultural assessor to the tribunal, and Mr. D. B. Toye, of the Ministry of Agriculture and Fisheries, will act as secretary.

The Public Trustee Office.

We are officially informed as follows:—

The Public Trustee Office is now beginning to feel the full benefit of the economies effected by re-organization during the last three years, and these economies, coupled with the drop in the Civil Service bonus, are rendering the financial position of the Office considerably better than was anticipated. In his last Annual Report, issued in May, 1922, the Public Trustee stated that the present financial year ought to witness the disappearance of the deficit; but this proved to be a modest estimate, and shortly after the commencement of the financial year (April, 1922) it appeared likely not only that the deficit would disappear, but also that a surplus would result. Now that nine months of the year have elapsed, a substantial surplus is morally certain, and accordingly, although the cost of administration necessarily remains higher than it was before the war, some measure of fee-reduction becomes practicable.

In order to avoid any misunderstanding, it should be stated that the deficits of the past few years on the Public Trustee work have been met entirely out of the surplus revenue earned by the Public Trustee as Custodian of Enemy Property.

The fees selected for immediate reduction are the capital fees on the acceptance of new cases. These were the fees subjected to by far the heaviest increase in 1920 under the recommendations of Sir George Murray's Committee, and it has been obvious for some time, apart from all outside criticism, that they constituted a heavy burden upon the trusts. Reductions have now been effected varying from one-quarter to one-half at different points of the scales, the all-round reduction being about one-third. These reductions will come into force on 1st January, 1923, and they will extend, of course, to wills under which the Public Trustee is already appointed, but which have not yet come into operation.

The Public Trustee's fees are conditioned solely by the cost of the Office and not by competition with other corporations which undertake trusteeships as a commercial enterprise. But as there has been a good deal of discussion in the Press as to the relative charges of the Public Trustee and the other corporations, it should be pointed out that, while there are inevitably discrepancies between the numerous different scales of charges quoted, the Public Trustee's new scales of acceptance fees compare not unfavourably in many cases with those quoted elsewhere.

The administration of damages awarded by the High Court to infants, with regard to which the Public Trustee's charges have been criticized more than once by a judge of the High Court, still presents a problem of special difficulty. These cases concern children scattered in all parts of the country; they involve as a rule frequent discretionary payments, under circumstances which render a decision difficult; they require much vigilance and caution; they are not suitable for centralised administration, and, taken as a whole, they are necessarily expensive to administer. The Public Trustee has incurred for many years, and is still incurring, a loss upon them. On the other hand the funds involved are small, and it is exceedingly difficult, if not impossible, to find any satisfactory method of levying fees for this work. As Sir George Murray's Committee pointed out in 1919, the administration could not be made remunerative to the Office under any scale of fees that could be contemplated in practice, but on the other hand it is scarcely equitable that heavier fees should be charged to the larger estates in order to cover the excess cost of administering the others. The Committee indicated that a subsidy from the public funds might be the proper solution. There has never been any suggestion that these cases have not been carefully and judiciously administered by the Public Trustee; but it is plainly desirable that the future policy with regard to them should be authoritatively settled. Accordingly the Lord Chancellor has decided to appoint as soon as possible a small Committee to report on the matter. Meanwhile, in conformity with the other reductions, the fees on these cases have been reduced provisionally by one-third.

These cases, of course, only represent a very small fraction of the Public Trustee's business and the total funds involved in them do not exceed £250,000.

The Public Trustee is now administering nearly 17,000 trusts, the total value of the trust funds being about £150,000,000.

Law Students' Journal.

The Law Society.

The First Term of the year will commence on the 8th instant, on which and the following day the Principal will be in his room for the purpose of seeing students who desire to consult him as to their work. Lectures and classes will commence on Wednesday, the 10th instant. The subjects to be taken during the Term will be, for Final students, (1) Equity and Procedure in the Ch. D. (The Principal), (2) Criminal Law, Divorce and Ecclesiastical Law (Dr. Burgin), and (3) Carriage of Goods and Marine Insurance (Mr. Gordon); and, for Intermediate students, (1) Public Law (Mr. Danckwerts), (2) Criminal Law and Procedure and Civil Procedure (Mr. Landon), (3) General Course (Mr. Tillard), and (4) Outline of Accounts and Bookkeeping (Mr. Dicksee). Revision courses for Final students on Real Property (Mr. Danckwerts) and Common Law (Dr. Burgin) will be held, as well as a course on Elementary Equity (The Principal) for students enrolled under the Exemption Order. Mr. Landon will commence a course on Roman Law, for students intending to take the Intermediate LL.B. degree.

By s. 2 of the Solicitors Act, 1922, students who enter into articles of clerkship after 31st December, 1922, must (with certain specified exceptions), on giving notice of entry for the Final examination, present a certificate showing that they have, to the satisfaction of the Law Society, during a period of one year, complied with the requirements of the Society as to attendance at a course of legal education at a Law School provided or approved by the Society. Copies of the Regulations issued by the Society under s. 2 of the Act, together with a list of the provided or approved Law Schools, may be obtained on application to the Society's office. Students desiring to fulfil the requirements of the section by attendance at the Society's Law School should communicate with the Principal.

It may be pointed out that the Council has resolved that students who have obtained a certificate under the Exemption Order obtained by the Society in June, 1913, under the provisions of s. 13 of the Solicitors Act, 1877, will be entitled also to a certificate under s. 2 of the Solicitors Act, 1922. Copies of the Exemption Order and information as to the requirements thereunder may be obtained on application to the Principal; and students desiring to enrol under the Order should communicate with the Principal before the commencement of Term.

The Council offers for award in July next four studentships of the annual value of £40 each, tenable under prescribed conditions for three years. Copies of the Regulations, as well as copies of the detailed Prospectus and Time Table of the Society's Lectures and Classes, may be obtained on application to the Society's office.

Obituary.

Francis William Jones.

Mr. Francis William Jones, solicitor, Gloucester, died at his residence, Dawlish, on 28th December, aged seventy-seven years. He had been suffering from a chill which he contracted some nine months ago whilst attending Monmouth Assizes in his capacity as Clerk of Indictments and Taxing Officer on the Oxford Circuit, and a deputy had acted for him on the last two Assize Circuits.

Mr. Jones, who was a member of one of the oldest and most respected Gloucester families, was a prominent figure in that city for very many years, and enjoyed the friendship and esteem of a wide circle of friends and acquaintances. He was the second son of Mr. Anthony Gilbert Jones, who was thrice Mayor of Gloucester, and was born at Hatherley Court, Down Hatherley, near Gloucester, on 13th September, 1845. He was the oldest solicitor in Gloucester, having been admitted in 1869, in which year he was appointed Clerk of the Peace for the city. He had acted as Assistant Clerk of the Peace in the Second Court of Gloucestershire Quarter Sessions since 1878, and had been Clerk of Indictments and Taxing Officer on the Oxford Circuit since 1893. He was the senior member of the Gloucestershire and Wiltshire Incorporated Law Society, and one of the oldest of the Royal Gloucestershire Lodge of Freemasons. Possessed of strong musical sympathies, he was for over twenty-five years a steward and one of the honorary treasurers of the Three Choirs Festival. Few people within the limits of Gloucestershire had individually done more in carrying out local road improvements. The widening of Cottage Street (the approach to the Cathedral) was entirely due to his initiative and energy, extending over many years, while at his own cost he made a road from Down Hatherley to the Cheltenham Road, a distance of over two-thirds of a mile, which was recognised as so important a link in local communications that it was taken over by the county as a main road soon after completion. In these and similar road improvement schemes in his locality Mr. Jones reaped no personal advantage, the satisfaction of having done something in the public interest being his sufficient reward.

At the Summer Assizes for Gloucestershire in 1920, Mr. Jones was publicly congratulated by Mr. Justice A. T. Lawrance upon the attainment of his jubilee in the tenure of his office as Clerk of the Peace for the city, and at the County Quarter Sessions, held last January, the City Recorder (Mr. C. F. Vachell, K.C.), tendered his congratulations to Mr. Jones on his long—if not record—period of faithful service. Mr. Jones was a bachelor.

Legal News.

Information Required.

BAILEY.—Will the Solicitors or Successors to them who had an unclaimed money case in hand in the above name 30 or 31 years ago for a Mrs. Cross, of Portsmouth, kindly communicate with the undersigned.—H. Bailey, c/o P. G. Batchelor, 6 Hardres-street, Ramsgate.

Appointments.

Mr. G. M. T. Hildyard, K.C., has been appointed to be Master in Lunacy, in the place of Master Theobald, K.C., who has retired.

In consequence of the retirement of His Honour Judge Lush-Wilson, Judge of the County Courts on Circuit 59, and his Honour Judge Shortt, Judge of the County Courts on Circuit 49, the Lord Chancellor has made the following appointments to take effect on the 1st January, 1923:—

His Honour Judge Terrell to Circuit 49 (East Kent).

Mr. Charles Gurdon, to be Judge of the County Courts on Circuit 59 (Plymouth and Cornwall).

Mr. George Herbert Higgins, to be Judge of the County Courts on Circuit 58 (Exeter, etc.).

Business Changes.

Mr. Under-Sheriff T. Howard Deighton, Solicitor, of 90, Cannon-street, London, E.C.4, has taken into partnership Mr. E. B. Nichols, who has been associated with him for many years. The practice will be continued at the same address under the style of "Timbrell & Deighton" as hitherto.

Messrs. Druces & Attlee, of 10, Billiter-square, London, E.C.3, have admitted into partnership Mr. John Christopher Druce, the great-great-grandson of Mr. Charles Druce, the founder of the firm at 10 Billiter-square in the year 1800, and Mr. Cyril William Watmough, who has been associated with the firm for the past ten years.

Dissolutions.

Robert Bradshaw Batty and Charles Arthur Buckley, Solicitors (Batty, Ford & Buckley), 31st day of December, 1922. [*Gazette*, 2nd January.

Horace Charles Mitchell, Frederick Tusting Mawby and Andrew Barrie, Solicitors, Balfour House, 119 to 125, Finsbury-pavement (Corbould-Ellis, Mitchell & Mawby), 31st day of December, 1922. [*Gazette*, 2nd January.

Percy Clarke and Henry Pallister Clarke, 23, College Hill, London, (Ellis, Munday and Clarke), 31st day of December, 1922. Such business will be carried on in the future by the said Percy Clarke. [*Gazette*, 2nd January.

Charles James Stewart and Thomas Henry Lloyd, Solicitors, 3 and 4, Lincoln's Inn-fields, London, W.C.2 (Stewart and Lloyd), 31st day of December 1922. [*Gazette*, 2nd January.

Robert John Sugden and John Conchar, Solicitors, 24, Bank-street, Bradford (Sugden, Dewhirst and Conchar), 30th day of December, 1922. [*Gazette*, 2nd January.

Arnold Trinder, Frederick Hugh Capron, Charles Granville Kekewich, Charles Murray Smith and William Astell Kaye, Solicitors, 2, Suffolk-lane, Cannon-street, London, E.C.4, (Trinder, Capron, Kekewich & Co.), 31st day of December, 1922, so far as concerns the said Frederick Hugh Capron, who retires from the said firm. The said Arnold Trinder, Charles Granville Kekewich, Charles Murray Smith and William Astell Kaye will continue to carry on the said business under the same style or firm of Trinder, Capron, Kekewich & Co. [*Gazette*, 2nd January.

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, December 29.

W. THOMAS & CO. LTD. Jan. 31. John James, 4, Walbrook, E.C.4.

MINERALS SEPARATION AMERICAN SYNDICATE LTD. Feb. 12. Harold C. Hankins 62, London Wall.

London Gazette.—TUESDAY, January 2.

ARTHUR F. KNIGHT & Co. LTD. Jan. 27. Duncan E. Campbell, 79, Lichfield-st., Wolverhampton.

WALKER CONCRETE COMPANY LTD. Jan. 20. George Lang, 56, Grainger-st., Newcastle-upon-Tyne.

DARLING AND LLOYD, LTD. Jan. 31. Charles E. Williams, F.C.A., Salop House, Oswestry.

GALICIAN VICTORIA PETROLEUM CO. LTD. Feb. 14. A. J. Hall, 34, Nicholas-lane, E.C.4.

BRISTOL SAFE TRANSPORT CO. LTD. Jan. 31. Thos. C. Pearse.

SCORTON FISHERIES SYNDICATE LTD. Jan. 31. Edward B. Driffield, 20, Castle-st., Liverpool.

H. MCDONALD LTD. Jan. 17 Frederick F. Sharles, 39, St. Andrew's-hill, Doctor's Commons, E.C.4.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, December 29.

J. Dunlea Ltd.
Chymol Co. Ltd.
Cwmgorse Brickworks Co. Ltd.
Volga Oilfields Ltd.
Industrial Foundry & Engineering Co. Ltd.
Sanders, Austin & Co. Cardiff
The Birmingham Lithographic Co. Ltd.
The Rolle Hotel (Salterton) Ltd.
Riverside Wharf Co. Ltd.
The Belgian Neuchatel Asphalte Co. Ltd.
The Ford Paper Works Ltd.
Eifionydd Co-operative Cheese Factory Ltd.
Philip S. Doherty (Engineers) Ltd.
The Midland Manufacturers' Direct Trading Co. Ltd.
The Midland Cigarette Co. Ltd.
The Simplex Fluted Mop Cone Co. Ltd.
Severn Engineering Co. Ltd.
Sykes & Sugden Ltd.
Glascoed Colliery Co. Ltd.
The Hydro Hotels Syndicate Ltd.
Minerals Separation American Syndicate Ltd.
Gordon's Cabinet Works Ltd.
Bevois Ltd.

London Gazette. TUESDAY, January 2.

Tomseloid Manufacturing Co.
R. Bell & Co. Ltd.
Don Canister Co. Ltd.
Wilkinson Art-Craft Co. Ltd.
Jack Woolf Ltd.
Ellenroad Ring Mill Ltd.
English Tobacco Curers Ltd.
Galician Victoria Petroleum Co. Ltd.
The Boswin Mines Ltd.
Cuxwold Steam Fishing Co. Ltd.
The Express (Neath) Motor Co. Ltd.
Ex-Im Ltd.
Cumberland Coal Power and Chemicals Ltd.
The Liverpool "Avon" Steamship Co. Ltd.
The Halifax Roomand Power Syndicate Ltd.
Turford and Southward Ltd.
Peckham Truck and Engineering Co. Ltd.
Darling & Lloyd Ltd.
Premier Match Co. Ltd.
United Factors Ltd.
Herbert W. Periam Ltd.
The Scorton Fisheries Syndicate Ltd.
Nattrass and Grainger Ltd.
Buyers of Scrap Metal Ltd.
J. D. Billing & Co. Ltd.
Anglo Canadian Finance Co. Ltd.
James B. Tait & Co. Ltd.
Sucré Exploring Co. Ltd.
Bruford & Co. Ltd.
Radioelectrico Ltd.
Northumberland & Durham Fish Friers Supply Co. Ltd.
Bartram & Sons Ltd.
The Singu (Burmah) Oil Syndicate Ltd.
The Anglo-Foreign and General Investment Corporation Ltd.
Walter Addy & Co. Ltd.
The Hereford Timber Co. Ltd.
Bristol Safe Transport Co. Ltd.
Ansden Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—TUESDAY, December 26.

BERMAN, HARRY, Westbourne Park, Commercial Traveller. High Court. Pet. Dec. 21. Ord. Dec. 21.

BLAKESLEY, REGINALD GEO., Piccadilly. High Court. Pet. Sept. 25. Ord. Dec. 22.

CONSTANTOS, DEMETRIUS P., Liverpool, Merchant. Liverpool. Pet. Dec. 5. Ord. Dec. 21.

DAVIS, THEOPHILUS M., St. Martin's-st., W.C., Secretary. High Court. Pet. Dec. 21. Ord. Dec. 21.

EDDINGTON, WILLIAM, Thornbury, Tailor. Bristol. Pet. Dec. 21. Ord. Dec. 21.

GOWLER, WILLIAM, Wallsend, Draper. Newcastle-upon-Tyne. Pet. Dec. 19. Ord. Dec. 19.

HICKSON, WILLIAM I., Bishopston, Bristol, Insurance Agent. Bristol. Pet. Dec. 21. Ord. Dec. 21.

HUGHES, THOMAS, Blackheath, Machine Minder. Dudley. Pet. Dec. 19. Ord. Dec. 19.

LAWRENCE, ALBERT E., Wembley Hill, Middx. St. Albans. Pet. Dec. 5. Ord. Dec. 20.

LEVENSON, A., Goods-way, King's Cross, Commission Agent. High Court. Pet. Dec. 6. Ord. Dec. 20.

LEVITT, B., Streatham, Motor and Cycle Agent. Wandsworth. Pet. Oct. 24. Ord. Dec. 21.

LEWIS, THOMAS, Almeley, Hereford, Grocer. Leominster. Pet. Dec. 20. Ord. Dec. 20.

LOWE, HAROLD J., Grafton Underwood, Northampton, Milk Dealer. Northampton. Pet. Dec. 20. Ord. Dec. 20.

MARKS, H., Commercial-rd. High Court. Pet. Nov. 29. Ord. Dec. 20.

MCLEOD, E. S., Queen Victoria-st., Ship Insurance Broker. High Court. Pet. July 14. Ord. Dec. 21.

MERRY, MORTIMER, Whittlesford, Cambs., Small Holder Cambridge. Pet. Dec. 22. Ord. Dec. 22.

MCSHANE, C. W., Copthall-bdlgs. High Court. Pet. Nov. 27. Ord. Dec. 20.

NEWBOLD, CHARLES A., Coventry, Plumber. Coventry. Pet. Dec. 21. Ord. Dec. 21.

PEARSON, RICHARD, Bishopsgate-st., Inventor of Fire Alarm. High Court. Pet. Sept. 15. Ord. Dec. 21.

PEPPER, HORACE W., Wisbech, Farm and Produce Merchant. High Court. Pet. Nov. 30. Ord. Dec. 21.

PEPPERELL, ERNEST, Bradninch, Devon, Small Holder. Exeter. Pet. Dec. 20. Ord. Dec. 20.

POSNER, MORRIS, Aldersgate-st., Ladies' Costume Manufacturer. High Court. Pet. Nov. 20. Ord. Dec. 21.

PRATT, EDWARD T., Chilton-st., Bethnal Green-rd. High Court. Pet. Oct. 24. Ord. Dec. 21.

PYE, JOHN E., Whalton, Northumberland, Farmer. Newcastle-upon-Tyne. Pet. Dec. 6. Ord. Dec. 20.

PYE, SYDNEY, Eastbourne, Motor Works Manager. Eastbourne. Pet. Dec. 6. Ord. Dec. 22.

SCHRYNEMAKERS, A. A. H., Tottenham Court-rd., Company Director. High Court. Pet. Oct. 31. Ord. Dec. 21.

SIDENBERG, ISAAC, Little Titchfield-st., Costume Manufacturer. High Court. Pet. Dec. 7. Ord. Dec. 21.

SPENCER, S. R., and ESAU, J. O., Camden Town, Business and Estate Agents. High Court. Pet. May 22. Ord. Dec. 21.

SQUIRE, REBECCA, Sturry, near Canterbury. High Court. Pet. Nov. 10. Ord. Dec. 21.

SUDBOROUGH, E. K., Wellingborough. Northampton. Pet. Nov. 16. Ord. Dec. 22.

TALBOYS, CHARLES, Balham. Wandsworth. Pet. Nov. 20. Ord. Dec. 21.

THOMPSON, A. D., Adam-st., Adelphi, Nurseryman. High Court. Pet. Dec. 1. Ord. Dec. 21.

WALLER, JOHN, Edgware-rd., Estate Agent. High Court. Pet. Nov. 25. Ord. Dec. 21.

WATSON, CHARLES A., South Tottenham, Merchant. Edmonton. Pet. Oct. 16. Ord. Dec. 15.

WEBSTER, IRVIN, Bridlington, Coal Factor and Exporter, Kingston-upon-Hull. Pet. Dec. 21. Ord. Dec. 21.

WHIBLEY, JAMES, junr., Chertsey, Grocer. Kingston. Pet. Nov. 30. Ord. Dec. 21.

WOLF, HERMAN H., Wardour-st. High Court. Pet. Nov. 10. Ord. Dec. 21

London Gazette.—FRIDAY, December 29.

ABRAHAM, HARRY W., East Dulwich, and CARPENTER, FRANCIS T., Chaucer-rd., Cattle Food, Dealers and Agricultural Traders. High Court. Pet. Dec. 22. Ord. Dec. 22.

ADEY, HORACE W., Bednall, Staffs, Farmer. Stafford. Pet. Oct. 10. Ord. Dec. 21.

BAILEY, ARTHUR P., Thrapston, Northampton, Calf Dealer. Peterborough. Pet. Dec. 22. Ord. Dec. 22.

BAILEY, BERTRAM W. F., Ilfracombe, Coal, Fruit, Root and Potato Merchant. Barnstaple. Pet. Dec. 22. Ord Dec. 22.

BENGELUN & Co., M. & M., Manchester, Shipping Merchants. Manchester. Pet. Dec. 8. Ord. Dec. 22.

BLACK, JOHN A., Burnley, Tailor. Burnley. Pet. Dec. 22. Ord. Dec. 22.

CLARK, GEORGE E., Prestwich, Motor Factor. Manchester. Pet. Dec. 16. Ord. Dec. 22.

DAVIES, THOMAS, Cross Keys, Mon., Hotel Keeper. Newport (Mon.). Pet. Dec. 22. Ord. Dec. 22.

DIXON, THOMAS, Ossett, Yorks, Jobbing Gardener. Dewsbury. Pet Dec. 21. Ord. Dec. 21.

EVELEIGH, ARTHUR, Willand, near Cullompton, Farmer. Exeter. Pet. Dec. 22. Ord. Dec. 22.

GILL, GERMAN, Codnor, Derby, Draper. Derby. Pet. Dec. 22. Ord. Dec. 22.

GREEN, DAVID, Boston, Lincs., Farmer. Boston. Pet. Dec. 22. Ord. Dec. 22.

HOLDEN, PERCY, Scotten, Lincs., General Dealer. Lincoln. Pet. Dec. 21. Ord. Dec. 21.

HOWE, JOHN M., Manchester, Entertainer. Manchester. Pet. Dec. 9. Ord. Dec. 22.

HUNT, ANNIE, Dogdyke, Lincs, Miller. Boston. Pet. Dec. 22. Ord. Tec. 22.

LEACH, ANNIE, Bury, Draper. Bolton. Pet. Dec. 21. Ord. Dec. 21.

MOWBRAY, FREDERICK, Bromyard, Boot and Shoe Retailer. Worcester. Pet. Dec. 22. Ord. Dec. 22.

NORTH, WALTER, Bradford, Draper's, Manager. Bradford. Pet. Dec. 22. Ord. Dec. 22.

PEARL, ADOLF, Liverpool, Timber Merchant. Liverpool. Pet. Dec. 22. Ord. Dec. 22.

POWELL, ALFRED, Birmingham, Leather Goods Merchant. Birmingham. Pet. Dec. 22. Ord. Dec. 22.

REDMORE, ELIAS G., Port Talbot, Bricklayer. Neath. Pet. Dec. 22. Ord. Dec. 22.

ROBINSON, RICHARD, Leeds, Fruit Merchant. Leeds. Pet Dec. 22. Ord. Dec. 22.

SMITH, GEORGE H., Manchester, Fish Dealer. Manchester. Pet. Dec. 22. Ord. Dec. 22.

WARMINGTON, AUBREY, Bristol, Scotch Draper. Bristol. Pet. Dec. 22. Ord. Dec. 22.

ZELCOVITCH, EMMANUEL, Salford, Waterproof Manufacturer. Manchester. Pet. Dec. 5. Ord. Dec. 22.

London Gazette.—TUESDAY, January 2.

ATKINS, JOHN W., Poole, Furniture Remover. Poole. Pet. Dec. 29. Ord. Dec. 29.

BALDOCK, WILFRID, Richmond, Yorks, Painter. Northallerton, Pet. Dec. 29. Ord. Dec. 29.

BAXTER, LAWRENCE L., Leicester, Basket Manufacturer. Leicester. Pet. Dec. 22. Ord. Dec. 30.

BURTON, HENRY S., Preston, Photographer. Preston. Pet. Dec. 29 Ord. Dec. 29.

BUTTERWORTH, HERBERT, Halifax, Tailor. Halifax. Pet. Dec. 30. Ord. Dec. 30.

BUTTON, CHARLES J. A., Weston-super-Mare, Ladies' Outfitter. Bridgwater. Pet. Dec. 29. Ord. Dec. 29.

CAVENEY, WILLIAM P., Manchester, Railway Carriers' Clerk. Manchester. Pet. Dec. 29. Ord. Dec. 29.

COHEN, SOPHIA, Bristol, Costumier. Bristol. Pet. Dec. 29. Ord. Dec. 29.

COLSON, S., East Finchley, Horticultural and Garden Contractor. Barnet. Pet. Nov. 8. Ord Dec. 21.

COX, LESTER, Great Yarmouth, Coal Merchant. Great Yarmouth. Pet. Dec. 22. Ord. Dec. 30.

DYKES, WILLIAM F., Abertillery, Confectioner. Tredegar. Pet. Dec. 14. Ord. Dec. 14.

EASTWOOD, WILLIAM H., Birmingham, Garage Proprietor, Birmingham. Pet. Dec. 30. Ord. Dec. 30.

GIDEON, MELVILLE J., Trevor-sq., Knightsbridge, Composer of Music. High Court. Pet. Dec. 30. Ord. Dec. 30.

GODFREY, EMILY, Halifax, Draper. Halifax. Pet. Dec. 29. Ord. Dec. 29.

GREEN, JAMES O., Newcastle-upon-Tyne, Butcher. Newcastle-upon-Tyne. Pet. Dec. 29. Ord. Dec. 29.

GREEN, JOHN, Nelson, General Broker, Burnley. Pet. Dec. 29. Ord. Dec. 29.

HECTOR, ELIAS J. V., North Curry, Coal and Corn Dealer. Taunton, Pet. Dec. 30. Ord. Dec. 30.

HOLLIS, ERNEST P., Wylde Green, Warwick, Woodworking Machinery Company. Birmingham. Pet. Dec. 7. Ord. Dec. 29.

HUGHES, DAVID, Bradford, Haircloth Manufacturer and Merchant. Bradford. Pet. Dec. 29. Ord. Dec. 29.

HULL, FRANK, Manchester, Furnisher and Decorator. Manchester. Pet. Dec. 29. Ord. Dec. 29.

JENNINGS, ALFRED J., Birmingham, Corn Dealer. Birmingham. Pet. Dec. 29. Ord. Dec. 29.

JONES, DAVID J., Carmarthen, Ironmonger. Carmarthen. Pet. Dec. 22. Ord. Dec. 22.

MOORE, SARAH A. Great Grimsby, Costumier. Great Grimsby Pet. Dec. 11. Ord. Dec. 30.

MORRICE, A. R. Stratford-on-Avon, Tobacco Dealer. Warwick. Pet. Dec. 15. Ord. Dec. 29.

OGLANBY, DANIEL, Spennymoor, Durham, Motor Garage Proprietor. Durham. Pet. Dec. 29. Ord. Dec. 29.

RAMBRIDGE, WALTER, Ilfracombe, Kingston (Surrey). Pet. Dec. 29. Ord. Dec. 29.

RODGERS, JOSEPH, Oldham, Cashier. Oldham. Pet. Dec. 14. Ord. Dec. 29.

SHACKLETON, ADA, Berkhampstead. St. Albans. Pet. Dec. 28. Ord. Dec. 28.

SMITH, CHARLES, Hastings, Greengrocer. Hastings. Pet. Oct. 24. Ord. Dec. 29.

STEPHENSON, CHARLES A., Bargoed, Glam., Furniture Dealer. Merthyr Tydfil. Pet. Dec. 29. Ord. Dec. 29.

STEPHENSON, GEORGE, Hamsterley, Durham, Farmer. Durham. Pet. Dec. 29. Ord. Dec. 29.

STROUD, WILLIAM J., Bedminster, Bristol, General Store Keeper. Bristol. Pet. Dec. 29. Ord. Dec. 29.

TAYLOR, GEORGE H., Didcot, Berks. Oxford. Pet. Dec. 30. Ord. Dec. 30.

THOMAS, WILLIAM I., Tirydail, Ammanford, Baker. Carmarthen. Pet. Dec. 30. Ord. Dec. 30.

THOMPSON, JOHN W., Allenton, Derby, Cattle Dealer. Derby. Pet. Dec. 13. Ord. Dec. 29.

TODKILL, BENJAMIN, Tydd-Saint-Giles, Cambridge, Small holder. King's Lynn. Pet. Dec. 30. Ord. Dec. 30.

TOWNLEY, CLIFFORD, Llandudno, Fruiterer. Bangor. Pet. Dec. 23. Ord. Dec. 23.

TURNER, JOHN S., Stow Bedon, Norfolk, Farmer. Norwich. Pet. Dec. 29. Ord. Dec. 29.

WARR, CHARLES H., Great Grimsby, Fish Merchant. Great Grimsby. Pet. Dec. 30. Ord. Dec. 30.

WILES, LORENZO, Longstowe, Cambs, Carpenter. Cambridge. Pet. Dec. 29. Ord. Dec. 29.